

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

CIVIL ACTION NO: 2018-CP-38-00766

Caleb Snow and Mary Snow, as P.R. of the Estate of Chequita Snow Burgess, deceased,

Plaintiffs,

v.

James Burgess, Michael Scott and Heike Scott,

Defendants.

Michael Scott and Heike Scott,
Third-Party Plaintiffs,

v.

Eugene Rhinehart,
Third-Party Defendant.

ORDER GRANTING THIRD-PARTY DEFENDANT'S MOTION TO DISMISS THIRD-PARTY COMPLAINT

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SC Court of Appeals

This matter came before the Court on Third-Party Defendant Eugene Rhinehart's Motion to Dismiss the Third-Party Complaint. The Court held a hearing on this Motion on February 14, 2019 in the Orangeburg County Courthouse. After hearing the able arguments of counsel and reviewing the memorandum and case authority submitted by Third-Party Plaintiffs and Third-Party Defendant, I find that the Third-Party Defendant's Motion to Dismiss is proper and therefore, that Motion is hereby granted.

BACKGROUND

This action arises out of a fatal motorcycle accident on May 26, 2016. The Plaintiffs Caleb Snow and Mary Snow as P.R. of the Estate of Chequita Snow Burgess allege that a horse kept at the property of Defendants Michael and Heike Scott escaped its enclosure and entered Interstate 20, causing the motorcycle driven by James Burgess to crash, resulting in the death of Chequita Snow Burgess. Defendants Michael and Heike Scott (hereinafter the "Scotts"), who had control over their own pasture housing the horse, then sought equitable indemnity from Third-Party

Defendant Eugene Rhinehart (“Rhinehart”), their neighbor and the owner of the horse. Rhinehart filed a Motion to Dismiss the claim against him for failure to allege facts sufficient to support an equitable indemnity claim. For the reasons set forth below, the Court grants the Motion to Dismiss the Third-Party Complaint.

I. There can be no equitable indemnity between mere joint tortfeasors.

An equitable indemnity claim may arise when a third-party makes a claim against the indemnity plaintiff for damages the third-party sustained as a result of another party’s tortious conduct. Stoneledge at Keowee Owner’s Assn. v. Clearview Constr., LLC, 413 S.C. 615, 625, 776 S.E.2d 426, 432 (Ct. App. 2015). An equitable indemnity claim has three elements: “(1) the indemnitor was liable for causing the Plaintiff’s damages; (2) the indemnitee was exonerated from any liability for those damages; and (3) the indemnitee suffered damages as a result of the Plaintiff’s claims against it which were eventually proven to be the fault of the indemnitor.” Vermeer Carolinas, Inc. v. Wood/Chuck Chipper Corp., 336 S.C. 53, 63, 518 S.E.2d 301, 307 (Ct. App. 1999). However, there is no right to equitable indemnity between mere joint tortfeasors because each are potentially liable for causing harm to the plaintiff. See id., 336 S.C. at 64, 518 S.E.2d at 307.

The Scotts knew they were housing Rhinehart’s horse in their pasture. They had a duty to secure their own pasture, keeping the horse within the enclosure. Likewise, Rhinehart had a duty to secure the gates to the Scotts’ pasture after he took care of his horse each day. Because the Scotts held the same duty of care to secure their pasture as Rhinehart, the Scotts are joint tortfeasors with him in any action that arises out of the escape of Rhinehart’s horse from their pasture. Id. (“Parties that have no legal relation to one another and who owe the same duty of care to the injured party share a common liability and are joint tortfeasors without a right of indemnity

between them.”). Thus, there can be no equitable indemnity for the Scotts. Id. The Scotts and Rhinehart are liable, if at all, for their own, separate conduct contributing to the horse’s escape and subsequent motorcycle accident – Rhinehart is responsible only for conduct that is his own.¹

II. The relationship between neighbors is insufficient to support an equitable indemnity claim.

Furthermore, the Scotts are not entitled to equitable indemnity based upon their neighbor relationship with Rhinehart. Equitable indemnity requires the existence of a special relationship between the indemnitees and the indemnitor, and South Carolina does not recognize a special relationship between neighbors. Rhett v. Gray, 401 S.C. 478, 498, 736 S.E.2d 873, 883 (Ct. App. 2012) (denying claim for equitable indemnity in an easement dispute because there is no special relationship between neighbors). South Carolina recognizes a special relationship only where there is some form of business transaction between the parties. See e.g., Addy v. Bolton, 257 S.C. 28, 183 S.E.2d 708 (1971) (allowing equitable indemnity when a building’s landlords were compelled to pay damages to tenants because of a general contractor’s negligence); Stuck v. Pioneer Logging Machinery, Inc., 279 S.C. 22, 301 S.E.2d 552 (1983) (allowing equitable indemnity for a truck driver when the seller of the vehicle represented to the driver that it was roadworthy and the concealed defective condition of the truck later caused the underlying accident). The Scotts allege nothing more than “Third-Party Plaintiffs and Third-Party are neighbors and, therefore, hold a special relationship.” (Third-Party Compl. ¶ 3). This relationship is insufficient under South Carolina law to support the Scotts’ equitable indemnity claim.

¹ Indeed, Rhinehart has already entered into a settlement with the Plaintiffs in the underlying suit, subject to allocation between the Estate of Chequita Snow Burgess and Defendant James Burgess. Rhinehart has already undertaken responsibility for his own liability in the underlying action. Therefore, the Scotts’ attempt to shift liability for their own conduct is improper considering they are joint tortfeasors with Rhinehart.

Finally, “[a] sufficient relationship exists when the at-fault party’s negligence or breach of contract is directed at the non-faulting party and the non-faulting party incurs attorney’s fees and costs in defending itself against the other’s conduct.” Town of Winnsboro v. Wiedeman-Singleton, Inc., 307 S.C. 128, 132, 414 S.E.2d 118, 121 (1992). The Scotts have failed to establish a special relationship under Town of Winnsboro because they have not demonstrated that: (1) they were not at-fault in contributing to the horse’s escape; (2) Rhinehart’s conduct was directed at the Scotts; and (3) they would incur costs in the underlying action arising solely from defending themselves against Rhinehart’s conduct and not their own. Thus, they have alleged no special relationship that would support their equitable indemnity claim.

CONCLUSION

At most, the Scotts and Rhinehart are joint tortfeasors, and the Scotts have no special relationship with him that would entitle them to equitable indemnity, even if they were not joint tortfeasors. The Scotts have alleged merely that “Third-Party Plaintiffs and Third-Party are neighbors and, therefore, hold a special relationship.” (Third-Party Compl. ¶ 3). This allegation does not support an equitable indemnity claim under South Carolina law, and the Scotts make no other allegations of a special relationship between themselves and Rhinehart. Thus, the Scotts have failed to allege facts sufficient to support an equitable indemnity claim, and the Court finds that dismissal of the Scotts’ claims against Rhinehart is appropriate.

For the reasons set forth above, the Third-Party Defendant’s Motion to Dismiss is hereby **GRANTED** and the Third-Party Complaint is **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED.

The Honorable Edgar W. Dickson
Presiding Judge

Orangeburg, South Carolina

_____, 2019



Orangeburg Common Pleas

Case Caption: Caleb Snow VS James Burgess

Case Number: 2018CP3800766

Type: Order/Dismissal

So Ordered

s/ Edgar W. Dickson #2153

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